IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

WRS, INC., d/b/a WRS MOTION PICTURE LABORATORIES, a corporation, Plaintiff, vs. PLAZA ENTERTAINMENT, INC., a corporation, ERIC PARKINSON, an individual, CHARLES von BERNUTH, an individual and JOHN HERKLOTZ, an individual, Defendants.	CIVIL ACTION No. 00-2041

PLAINTIFF'S CONCISE STATEMENT OF FACTS SUPPORTING MOTION FOR SUMMARY JUDGMENT AS TO THE LIABILITY OF DEFENDANT, CHARLES von BERNUTH, PURSUANT TO LOCAL RULE OF CIVIL PROCEDURE 56.1(B)(1)

AND NOW comes Plaintiff, WRS, Inc., by and through its counsel, Thomas E. Reilly, P.C., and files the within Concise Statement of Facts Supporting Motion for Summary Judgment as to the Liability of Defendant, Charles von Bernuth (hereinafter referred to as "von Bernuth"):

1. Plaza Entertainment, Inc. engaged in the commercial exploitation of various films and video titles through licenses, assignments and other transfers of rights granted by producers or other owners of the copyrights in the various films or video titles. (Complaint, Paragraph 5, von Bernuth Answer Paragraph 5).

2. Until January 9, 2000, von Bernuth was a member of the Board of Directors of Plaza and was at some period of time the Chief Operating Officer. (Complaint, Paragraph 7, von Bernuth Answer, Paragraph 7).

3. On July 24, 1998, Parkinson, as President and Chief Executive Officer of Plaza, submitted to WRS an Account Application for the purpose of inducing WRS to

provide duplication fulfillment services to Plaza on a credit basis. A true and correct copy of the Account Application is attached to Plaintiff's Complaint. (Complaint, Paragraph 13, von Bernuth Answer, Paragraph 13).

4. The services provided by Plaintiff were necessary for Plaza to commercially exploit the various film and video titles. (Complaint, Paragraph 14, von Bernuth Answer, Paragraph 14).

5. Plaza, von Bernuth, Parkinson, and Plaintiff signed a Services Agreement attached as Exhibit "D" to Plaintiff's Complaint. (von Bernuth Answer, Paragraph 9).

6. The Services Agreement signed by von Bernuth identified the parties as Plaza Entertainment, Inc. and principals, Eric Parkinson, Charles von Bernuth, and Thomas Garring. (Complaint, Exhibit "D").

7. The Services Agreement signed by Plaza Entertainment, Inc. by its President, Eric Parkinson, was signed individually by Eric Parkinson, as principal, Charles von Bernuth, as principal, and although a signature line appears for Thomas Garring, it was unsigned. The Services Agreement was signed by Jack Napor, as President of WRS, Inc. (Complaint Exhibit "B").

8. The Services Agreement signed by von Bernuth stated "as a further inducement to WRS to enter into this Agreement each of the principals hereby guaranties the performance of Plaza of its obligations under this Agreement, including the payment of the WRS receivable and new invoices and any other charges, expenses (including reasonable attorney's fees and costs) reasonably incurred by WRS in any proceeding to enforce any terms of this Agreement (collectively the "collection expenses").

9. The Services Agreement identified the receivable as the amount owed by Plaza to WRS as of August 31, 1998 in the sum of $685,379.88, subject to review and verification.

10. The new invoices were defined in the Agreement as invoices for production services performed by WRS after the date of this Agreement referred to as "new invoices". (Complaint, Paragraph C, Exhibit "B").

11. WRS performed services for Plaza following the signing of the Services Agreement.

12. The Service Agreement, Account Application and Terms and Conditions are attached hereto on Exhibits "A" and "D".

THOMAS E. REILLY, P.C.

BY:___/s/ Thomas E. Reilly______

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